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7 **Attorneys for Plaintiff,**  
8 **AMY KOENIG DBA TEAM SELF-ESTEEM**

9 **IN THE UNITED STATES DISTRICT COURT**  
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

11 **AMY KOENIG DBA TEAM SELF-**  
12 **ESTEEM**

13 **Plaintiff,**

14 **v.**

15 **STEPHANIE PULLIAM, an Individual,**  
16 **and TEAM SELF-ESTEEM**  
17 **CHEERLEADING LLC, a California**  
18 **Corporation,**

19 **Defendants.**  
20

Case No.: CV14-00117 FMO RNB

**STIPULATED PROTECTIVE**  
**ORDER**

21 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Court  
22 hereby enters the following Stipulated Protective Order:

23 This Protective Order is issued to facilitate document disclosure and  
24 production under the Local Rules of this Court and the Federal Rules of Civil  
25 Procedure. Unless modified pursuant to the terms contained in this Order, this  
26 Order shall remain in effect through the conclusion of this litigation. This  
27 Protective Order is specific to the facts and circumstances of this litigation and  
28 the provisions of this Protective Order shall not be applied against any party in

any other litigation for purposes of arguing the appropriateness of the provisions of this Protective Order to any other litigation.

In support of this Order, the Court finds that:

1. Materials, documents, and information containing confidential and/or personal employee data or information, proprietary technical, sales, marketing, financial, client/customer data, or other business information, and other sensitive information, including private data or information of third parties including minors, and/or trade secrets (“Proprietary or Private Information”) that bear significantly on the parties’ claims or defenses are likely to be disclosed or produced during the course of discovery in this litigation.
2. It is expected that the parties and/or third parties may assert that public dissemination and disclosure of Proprietary Information could severely injure or damage the party disclosing or producing the Proprietary Information and could place th
3. t party at a competitive disadvantage or invade third parties’ respective right of privacy. To protect the respective interests of the parties and third-parties, and to facilitate the progress of disclosure and discovery in this case, the following Protective Order should issue:

IT IS THEREFORE ORDERED THAT:

1. A party producing discovery materials may designate as “CONFIDENTIAL” any information that it in good faith believes embodies Proprietary or Private Information. Additionally, the party producing discovery materials may designate as “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY” any information that it in good faith believes embodies a trade secret or is information that gives one party a competitive advantage in the marketplace over the other or could otherwise significantly prejudice the business of the producing party if

1 revealed to another party, including but not limited to confidential  
2 technical, product, sales and financial documentation. Information,  
3 materials, discovery responses, and/or transcripts designated by a producing  
4 party as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE  
5 ATTORNEYS’ EYES ONLY” are referred to herein as “Protected  
6 Materials.”

7 2. All copies, reproductions, extracts, digests, and complete or partial  
8 summaries prepared from any Protected Materials shall also be considered  
9 Protected Materials and treated as such under this Protective Order.

10 3. The protections conferred by this Protective Order do not cover materials or  
11 information lawfully in the public domain.

12 4. Documents that have been produced prior to the entry of this Protective  
13 Order that are designated “CONFIDENTIAL” or “HIGHLY  
14 CONFIDENTIAL — OUTSIDE ATTORNEYS’ EYES ONLY,” if any,  
15 shall be considered Protected Materials under this Protective Order.

16 5. This Protective Order shall apply to a non-party who produces Protected  
17 Materials in the case to the same extent as it does to the parties. In such a  
18 case, the non-party who produces Protected Materials in this litigation is  
19 considered to be a producing party and is protected under this Protective  
20 Order as though a signatory to it. Such non-party may use the procedures  
21 set forth in this Protective Order to designate its Protected Materials.

22 6. In the event that a party is required, by a valid discovery request, to produce  
23 a non-party’s Proprietary Information in the party’s possession, and the  
24 party is subject to an agreement with the non-party not to disclose the non-  
25 party’s confidential information, then the party shall (1) promptly notify in  
26 writing the requesting party and the non-party that some or all of the  
27 information requested is subject to a confidentiality agreement with a non-  
28 party; (2) promptly provide the non-party with a copy of this Protective

Order, the relevant discovery request(s), and a reasonably specific description of the information requested; and (3) make the information requested available for inspection by the non-party. Absent a court order to the contrary, the non-party shall bear the burden and expense of seeking protection in this Court of its Proprietary Information.

7. The designation of Protected Materials shall be made by placing the following notation on the Protected Materials:

a. "CONFIDENTIAL;" or

b. "HIGHLY CONFIDENTIAL — OUTSIDE ATTORNEYS' EYES ONLY."

The above designations shall be affixed on the Protected Materials in the following manner:

a. For documents (including, but not limited to, affidavits, declarations, written discovery responses, pleadings, and deposition testimony) the designation shall appear on each page of such document; or

b. For tangible items, on the object or container thereof, or, if not practicable, as otherwise agreed by the parties in writing.

8. A party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL — OUTSIDE ATTORNEYS' EYES ONLY."

9. No court reporter, videographer, or transcriber who reports or transcribes testimony in this action shall disclose Protected Materials to anyone, except pursuant to this Protective Order. Counsel for a producing party may designate a deposition transcript, in whole or in part, under this Protective

Order by stating on the record that it shall be treated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL — OUTSIDE ATTORNEYS’ EYES ONLY.” If counsel for a producing party does not designate a deposition transcript under this Protective Order during the deposition, the deposition transcript shall nevertheless be treated as “HIGHLY CONFIDENTIAL — OUTSIDE ATTORNEYS’ EYES ONLY” for 30 days following receipt of the transcript, during which time the producing party may elect to designate all or part of the deposition transcript under this Protective Order.

10. Except as provided for below, Protected Materials and any information contained therein shall be held in confidence by each person to whom it is disclosed, shall be used only as allowed by the terms of this Protective Order for purposes of the prosecution and defense of the above captioned litigation only, shall not be used for any business purpose or other purpose whatsoever, and shall not be used or shown, disseminated, copied, or otherwise disclosed to anyone not entitled to such information as herein provided. All produced Protected Materials and any information contained therein shall be carefully maintained so as to preclude access by persons who are not entitled to receive such information. The party or parties receiving Protected Materials shall not under any circumstances sell, offer for sale, advertise, or publicize Protected Materials or any information contained therein. The party or parties receiving Protected Materials shall also take sufficient security measures to ensure the Protected Materials are secure and protected from inadvertent disclosure to unauthorized persons. Notwithstanding any other provisions of this Protective Order, however, nothing herein shall prohibit counsel or a party from disclosing a document containing information designated CONFIDENTIAL, or HIGHLY CONFIDENTIAL — OUTSIDE ATTORNEYS’ EYES ONLY to any

1 person who by indication within the document drafted, prepared, executed,  
2 or received the document.

3 11. Protected Materials designated “CONFIDENTIAL” and any information  
4 contained therein shall be disclosed by the party or parties receiving  
5 Protected Materials designated “CONFIDENTIAL” only to the following  
6 persons (“Qualified Persons”):

7 a. Members and employees of outside counsel of record in this  
8 action whose duties and responsibilities require access to such  
9 materials;

10 b. In-house counsel for each party, and employees actually  
11 supporting such in-house counsel in the administration of this  
12 case, provided that such in-house counsel and employee(s)  
13 sign the Agreement attached hereto as Exhibit A;

14 c. Up to three corporate representatives of a party who are  
15 actively engaged in assisting outside counsel of record with  
16 respect to this litigation, provided, however, that such  
17 corporate representative(s) shall be identified in writing to  
18 the opposing party prior to any disclosure of Protected  
19 Materials and the disclosure to any such person pursuant to  
20 this subpart is only after the person signs the Agreement  
21 attached hereto as Exhibit A;

22 d. Outside experts and consultants (collectively, referred to herein  
23 as “Experts”) who are engaged or potentially engaged for the  
24 purposes of this action by a party and their support personnel,  
25 but only after signing the Agreement attached hereto as  
26 Exhibit A. For purposes of this Protective Order, an Expert  
27 shall be defined as a person who is neither an employee or  
28 consultant of a party nor anticipated to become an employee or

- 1 consultant in the near future, and who is retained or employed  
2 as a bona fide expert, consultant or investigator for purposes of  
3 this litigation by or at the direction of counsel for a party;
- 4 e. Deposition witnesses during the course of a deposition, so long  
5 as at least that portion of the deposition transcript itself is  
6 designated with the same confidentiality designation as the  
7 materials and so long as such witness drafted, prepared,  
8 executed, or received the document before the deposition, or  
9 was employed by or acting on behalf of the producing party  
10 and each witness signs the Agreement attached hereto as  
11 Exhibit A;
- 12 f. Court reporters and videographers taking testimony involving  
13 Protected Materials and their support personnel;
- 14 g. Outside copying and computer services necessary for  
15 document handling, and other litigation support personnel  
16 (e.g., jury consultants and research personnel, graphic  
17 designers and animators), who are contractually bound not to  
18 disclose such documents and information by the parties  
19 retaining them;
- 20 h. Any person to whom the producing party agrees in writing to  
21 provide a copy;
- 22 i. The Court, jury, and Court personnel; and
- 23 j. Any other person who is designated as a Qualified Person by  
24 order of the Court or by written agreement of the parties.
- 25 12. Protected Materials designated “HIGHLY CONFIDENTIAL — OUTSIDE  
26 ATTORNEYS’ EYES ONLY” shall only be made available to members  
27 and employees of outside counsel identified in Paragraph 11.a, outside  
28 experts and consultants identified in Paragraph 11.d but only after signing



1 the Agreement attached hereto as Exhibit A, and persons identified in  
2 Paragraphs 11.f-j. Materials designated “HIGHLY CONFIDENTIAL –  
3 OUTSIDE ATTORNEYS’ EYES ONLY” shall not be made available to  
4 persons identified in Paragraphs 11.b, 11.c, or 11.e without the written  
5 consent of the producing party. To the extent that disclosure of Protected  
6 Materials designated “HIGHLY CONFIDENTIAL — OUTSIDE  
7 ATTORNEYS’ EYES ONLY” to key principals of a receiving party is  
8 needed for the purpose of facilitating settlement discussions – including, for  
9 example, the disclosure of documents relating to sales revenue, litigation  
10 settlements, or licensing – prior to any disclosure, the parties shall meet and  
11 confer to discuss the conditions of such a disclosure and the producing  
12 party shall not unreasonably withhold written consent, so long as adequate  
13 protections are agreed to by the parties to ensure no disclosure to third  
14 parties.

- 15 13. At any time after the delivery of Protected Materials, counsel for the party  
16 receiving the Protected Materials may challenge the designation of all or  
17 any portion thereof by providing written notice thereof to counsel for the  
18 party disclosing or producing the Protected Materials (the “Designating  
19 Party”). The parties shall then attempt to resolve such dispute in good faith  
20 on an informal basis. If the parties are unable to resolve their dispute  
21 informally, then the party challenging the designation (the “Challenging  
22 Party”) may request appropriate relief from the Court in accordance with  
23 the Federal Rules of Civil Procedure and Local Rules, including strict  
24 compliance with Local Rules 37-1 and 37-2 (including the Joint Stipulation  
25 Requirement), and this Court’s prior Orders. In connection with any such  
26 request for relief, the Challenging Party must identify with particularity the  
27 specific document(s) or information that the Challenging Party believes was  
28 improperly designated and state with particularity and detail the factual and



1 legal grounds on which the Challenging Party disagrees with the  
2 designation. The restricted status of such information will remain unless  
3 and until the Court rules and determines that such information is not  
4 entitled to its designated status. It shall be the burden of the Challenging  
5 Party to make out a prima facie case that the contested document or  
6 information is not entitled to the level of confidentiality selected by the  
7 Designating Party. In response to such a prima facie case, the Designating  
8 Party bears the burden of proof to show by a preponderance of the evidence  
9 that there is good cause for the document to have the protection claimed by  
10 the Designating Party.

11 14. A party does not waive its right to challenge a confidentiality designation  
12 by electing not to mount a challenge promptly after the original designation  
13 is disclosed.

14 15. In accordance with Local Rule 79-5, if any papers to be filed with the  
15 Court contain information and/or documents that have been designated as  
16 “Confidential” or “Highly Confidential – Outside Attorneys’ Eyes Only,”  
17 the proposed filing shall be accompanied by an application to file the papers  
18 or the portion thereof containing the designated information or documents  
19 (if such portion is segregable) under seal; and the application shall be  
20 directed to the judge to whom the papers are directed. For motions, the  
21 parties shall publicly file a redacted version of the motion and supporting  
22 papers.

23 16. To the extent that Protected Materials or information contained therein are  
24 used in depositions, such documents or information shall remain subject to  
25 the provisions of this Protective Order, along with the transcript pages of  
26 the deposition testimony referring to the Protected Materials or information  
27 contained therein.  
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- 1 17. Inadvertent and/or unintentional failure to designate qualified information  
2 or items as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
3 OUTSIDE ATTORNEYS’ EYES ONLY” shall not be deemed a waiver in  
4 whole or in part of a claim for confidential treatment. Promptly upon  
5 learning of such inadvertent or unintentional failure to designate, the  
6 producing party shall notify the receiving party(ies) of the proper  
7 designation in writing, at which time the receiving party shall treat all such  
8 information in accordance with any revised designations.
- 9 18. Nothing in this Protective Order shall be construed as a waiver of the  
10 attorney-client privilege, the attorney work-product immunity, or any other  
11 applicable form of privilege or immunity, and nothing in this Protective  
12 Order requires disclosure of such material.
- 13 19. If a party learns that, by inadvertence or otherwise, it has disclosed  
14 Protected Materials other than in a manner authorized by this Protective  
15 Order, counsel for the party responsible for the disclosure shall notify the  
16 Designating Party in writing and immediately make every effort to further  
17 prevent unauthorized disclosure including retrieving all copies of the  
18 Protected Materials from the recipient(s) thereof, and securing the  
19 agreement of the recipients not to further disseminate the Protected  
20 Materials in any form. Compliance with the foregoing shall not prevent the  
21 Designating Party from seeking further relief from the Court.
- 22 20. If a party is served with a subpoena or a court order issued in other  
23 litigation that compels disclosure of any information or items designated in  
24 this action as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
25 OUTSIDE ATTORNEYS’ EYES ONLY,” that party must: (1) promptly  
26 notify in writing the Designating Party and include a copy of the subpoena  
27 or court order; (2) promptly notify in writing the party who caused the  
28 subpoena or order to issue in the other litigation that some or all of the

1 material covered by the subpoena or order is subject to this Protective  
2 Order; and (3) cooperate with respect to all reasonable procedures sought to  
3 be pursued by the Designating Party whose Protected Material may be  
4 affected. The Designating Party shall bear the burden and expense of  
5 seeking protection in that court of its confidential material. However,  
6 nothing contained in this Protective Order is intended or should be  
7 construed as authorizing a party in this action to disobey a lawful subpoena  
8 issued in another action.

9 21. Within forty-five (45) calendar days of final termination of this action by  
10 dismissal, judgment, or settlement, including any appeals, counsel for the  
11 party or parties receiving Protected Materials shall, at the disclosing party's  
12 written request, return the Protected Materials to the counsel for the party or  
13 parties disclosing or producing the Protected Materials or certify that  
14 counsel and its client(s) have destroyed the Protected Materials. Counsel of  
15 record may retain a copy of any pleading, transcript (e.g. deposition,  
16 hearing, or trial), or exhibit thereto filed with the Court or served on  
17 opposing counsel regardless of its confidentiality. The party or parties  
18 receiving the Protected Materials shall be entitled to keep their attorney  
19 work product which refers or relates to any Protected Materials. Attorney  
20 work product may be used in subsequent litigation provided that such use  
21 does not disclose Protected Materials or any information contained therein.

22 22. After termination of this litigation, the provisions of this Protective Order  
23 shall continue to be binding, except with respect to those documents and  
24 information that become a matter of public record. This Court shall have  
25 continuing jurisdiction over the parties and recipients of the Protected  
26 Materials for enforcement of the provisions of this Protective Order  
27 following termination of this litigation.  
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1 23. This Protective Order shall be binding upon the parties and their attorneys,  
2 successors, executors, personal representatives, administrators, heirs, legal  
3 representatives, assigns, subsidiaries, divisions, employees, agents,  
4 independent contractors, or other persons or organizations over which they  
5 have control.

6 24. This Protective Order shall not prevent the parties from applying to the  
7 Court for relief therefrom, or from applying to the Court for further or  
8 additional relief by ways of protective orders or otherwise, or from agreeing  
9 between themselves, subject to approval of the Court, to modification of  
10 this Protective Order.

11 25. Notwithstanding any other provision herein, nothing in this Order shall  
12 prevent any party from complying with any applicable governmental law,  
13 rule, or regulation.

14 SO ORDERED this the 8<sup>th</sup> day of September, 2014.

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17 ROBERT N. BLOCK  
18 UNITED STATES MAGISTRTE JUDGE  
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